

INFORMATION FOR BIDDERS AND GENERAL CONDITIONS - FACSIMILE BIDS

Read Carefully

1. GENERAL CONDITIONS

Bidders are required to submit their bids upon the following expressed conditions:

QUALITY: Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality are measured by accepted standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURERS' TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE DISTRICT. THE USE OF A BRAND NAME IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. ANY BIDDER PROPOSING EQUAL PRODUCTS SHOULD SUBMIT WITH BID COMPLETE SPECIFICATIONS AND ILLUSTRATED LITERATURE INCLUDING BROCHURES AND PICTURES DEPICTING PROPOSED EQUALS. IF POSSIBLE BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by District.

PROPOSAL: The proposal should be submitted on the forms furnished for that purpose or on exact copies thereof. In case of an error on extension, the unit price shall prevail.

DELIVERY OF BIDS: The bid should be faxed to the Office of Procurement & Contracts, LOUISIANA DEPARTMENT OF EDUCATION, RECOVERY SCHOOL DISTRICT (RSD), New Orleans, LA at (504) 872-0632, where it will be placed in a sealed envelope. The cover sheet should be marked "Proposal" with the name and number of bid, time and date of bid opening, the name and address of the bidder. The enclosed cover sheet may be used. The bid must be received in the Purchasing Office not later than the time and date as shown on Invitation, Bid and Acceptance. The District reserves the right to reject any or all bids and to waive informalities.

INTERPRETATION OF DOCUMENTS: If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the specifications, bidder may submit a written request for interpretation. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the documents. The District will not be responsible for any other explanation of the documents.

AWARD: Award will be made to the lowest, responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the Invitation to Bid.

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SIGNATURE AUTHORITY: In accordance with L.R.S. 39:1594, the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the vendor as reflected by a corporate resolution, certificate or affidavit, or
3. Other documents indicating authority which are acceptable to the public entity.

LOUISIANA PREFERENCE: A preference will be given to materials, supplies and provisions produced, manufactured, assembled, grown or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the District.

ACCEPTANCE OF PROPOSAL: Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the District.

PAYMENT: Assuming there is no prompt payment discount provision, payment will be made within 45 days from receipt of products in satisfactory condition, or within 45 days from receipt of the invoice, whichever is later.

LEGISLATORS PROHIBITED: According to LSA-R.S. 42:113(D) the District is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership or other legal entity in which the legislator or his or her spouse owns an interest, except publicly traded corporations. Each bidder shall be required to disclose whether or not it falls into any of these categories on its bid proposal form.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the District's auditors shall have the option of auditing all accounts and records of the contractor which relate to this contract.

PRICES

Unless otherwise specified by the Recovery School District in the solicitation, bid prices must be complete, including transportation prepaid by the bidder to destination and firm for acceptance for a minimum of 30 days. Bids other than F.O.B. destination may be rejected.

EQUIVALENTS

The use of a manufacturer's brand name and/or model number in this specification is intended only to indicate that said brand name and/or number is the minimum standard desired by the Recovery School District. Bidders bidding on items other than those indicated, shall state brand name and/or brand model number, upon which their bid is based. It shall be the bidders responsibility to

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prove to the Recovery School District that said items are equal to or better than those indicated in the specified Bid Documents, Literature, etc., concerning products or services offered shall accompany the Bid Proposal. Failure to comply with this requirement may be cause for rejection of bid.

ADDITIONS OR DEDUCTIONS

The Recovery School District shall have the right, without invalidating the contract, to make additions to or deductions from the work covered by this bid package, and in case such deductions or additions are made, an equitable adjustment of the addition to or deduction in cost shall be made between the Recovery School District and the bidder, as shown in a written amendment to the contract.

STANDARDS OF QUALITY

Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation. Unless otherwise specified in the solicitation, any manufacturers name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.

INDEMNITY: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Recovery School District, the State, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its agents, or its employees. However, the contractor shall have no obligation as set forth above the respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Recovery School District, State, its officers, its agents or its employees.

COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE: Proof of Insurance should be supplied with the Bid and will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

Compensation Insurance: The contractor and subcontractor shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the workman's compensation statute, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

Public Liability and Property Damage Insurance: Comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

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Licensed and Non-Licensed Motor Vehicles: The contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

Bidder's certificate of insurance indicating the above increments must be provided with bid submittal or within four (4) business days of request by the Office of Procurement and Contracts. The insurer's name will be in the name of the Recovery School District, Office of Procurement and Contracts, 1641 Poland Avenue, New Orleans, LA. 70117.

VENDOR'S FORMS: The purchase/release order is the only binding document to be issued against this contract. Signing of vendors forms is not allowed.

GUARANTEE: If, within one year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the owner to do so unless the owner has previously given the contractor a written acceptance of such condition. The Recovery School District shall give such notice promptly after discovery of the condition.

DELAYS AND EXTENSION OF TIME: The contractor shall perform fully, entirely, and in satisfactory manner the work contracted, within the number of calendar days stipulated in the proposal and the contract. Time will be assessed against the contractor beginning the date of the notice to proceed which is the purchase order attached to the contract.

LIQUIDATED DAMAGES Liquidated damages in the amount of \$50.00 per day shall be assessed for each and every day the project remains incomplete beyond the established completion date.

In adjusting the contract time for the completion of the project, all strikes, lock-outs, unusual delays in transportation, or any other condition over which the contractor has no control, and also any suspensions ordered by the engineer for causes not the fault of the contractor, shall be excluded from the computation of the contract time for completion of the work. The contractor must apply in writing for an extension of time within seven (7) days after delay occurs. No allowances will be made for delays or suspensions for the prosecution of the work due to the fault of the contractor. Under presentation of evidence from the supplier that equipment specified cannot be delivered in time to complete the project within the time specified, then the contractor can request an extension of time for that portion of work.

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AFFIDAVIT: Successful contractor shall be required to execute an affidavit attesting that, "public contract was not secured through employment or payment of solicitor."

RECORDATION CERTIFICATE: Contractor shall upon receipt of executed contract, bond and purchase order, record contract and bond with the clerk of court in the parish in which the work is to be performed, obtain a certificate of recordation from the clerk of court and forward this certificate immediately to the Recovery School District. This certificate must be received before any invoices on this project can be processed. The expense for this is the responsibility of the contractor.

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NOTE: THE AFFADAVIT AND RECORDING OF THE CONTRACT MAY BE WAIVED IF THE TOTAL REPAIR PRICES IS LESS THAN \$5000.

THE RECOVERY SCHOOL DISTRICT MAY ALSO WAIVE BONDING REQUIRIEMENTS IF REPAIRS ARE LESS THAN \$5000.
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No invoices will be processed by this district until the above certificates are received.

Acceptance: Upon written notice by the Recovery School District, a notice by owner of acceptance of work will be executed and forwarded to the contractor for recording with the clerk of court in the parish in which the work has been performed and contractor shall furnish a clear lien certificate from the clerk of court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment will be made at this time.

This certification must be received before any invoices on this project can be processed. The expense for this is the responsibility of the Contractor.

The Contractor will be responsible for the safety of students and individuals, along with RSD employees and required to keep the work area secure from students, individuals or RSD employee interference or wandering through the work area at all times from beginning to completion of this project. Use care and protection, precautions, as necessary to prevent damage to all existing structures, finishes, landscaping and pedestrians. If any problems arise, the contractor will contact Facilities and Operations, who will contact the appropriate department to assist contractor in maintaining a secure area.

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2. GENERAL SPECIFICATIONS:

It is the objective of the District to obtain complete performance and installation of a new A/C condensing unit at James Johnson Elementary School, located at 1800 Monroe Street, New Orleans, Louisiana 70118, in accordance with the specifications and work requirements of this solicitation.

The installation shall be conducted during normal work hours, 7:00 A.M. TO 4:00 P.M., MONDAY thru FRIDAY, unless the District representative has requested after normal business hour service.

The Contractor shall coordinate and schedule all work with a District representative. The District shall provide the contact information of the district's project manager at time of award of contract.

The awarded prices shall be inclusive of any labor, materials, equipment, freight, handling, delivery, surcharges, or any other incidental charges that may be required for completion of the contract.

The contractor to provide all labor, equipment, materials needed to install 1 new 10 ton, 120,000 BTU, R-22, 208/230V, 3 phase, 60Hz, Minimum 10.0 EER, Single Circuit, Single Compressor, Condensing Unit similar to a CARRIER MODEL 38ARZ012 OR EQUAL.

Contractor shall take precautions not to damage existing facilities and/or equipment, including but not limited to, roping off works, including area around any equipment used in the installation of the new unit. Contractor must take every precaution to prevent unauthorized personnel from entering the work area. Spotters shall be used on the roof, as well as, the ground while operating any lift equipment.

Contractor work shall include the following:

- a. Recover all refrigerant and disconnect existing condensing unit.
- b. Utilize crane or adequate lifting equipment to remove old equipment from the first floor roof top. Access to the equipment located on the roof top is available within the property of the RSD. Additional access is available from the street, but traffic should not be hindered. The contractor is responsible for selecting, coordinating and arranging the proper lifting equipment to perform the task within the limitations of the work site access.
- c. The new unit shall be raised above the existing roof curbs by installing treated lumber under the new unit. The platform or skid shall be constructed using 4 X 4 pressure treated lumber or similar material. The skid or platform shall extend at least six (6) inches from each side of the unit.
- d. The new unit shall rest on the newly constructed skid or platform and should be connected to the existing refrigerant lines. New liquid line drier shall be installed in liquid line. Contractor shall use copper tubing and fittings as required (brazed with high tensile strength braze rods) and shall insulate all exposed suction lines with a minimum of 1 inch "Armaflex" or equal insulation. Insulation must be glued and not taped. All lines shall be installed in accordance with manufacturer's recommendations in a neat and orderly manner without unnecessary

bends and kinks.

- e. Refrigeration lines shall be pressurized with dry nitrogen and all brazed joints leak tested.
- f. Contractor shall provide and install new "SealTite" or equal liquid tight flexible nonmetallic conduit from existing disconnect switch to the new unit. Contractor shall install all new wires in conduits sized per NEC standards and unit manufacturer's recommendations.
- g. The contractor shall evacuate the system to remove all air as per manufacturer's recommendations.
- h. The system shall be charged using new R-22 refrigerant. Start system and adjust refrigerant charge per manufacturer's specifications. Contractor shall check the operation of the system and insure the unit is operating properly.
- i. Contractor shall remove all debris, waste materials and old unit from premises and cleanup the site. All waste material and equipment shall be disposed of properly in accordance with all local, state and federal laws.

PERMITS, LICENSES, LAWS AND TAXES: The Contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the state of Louisiana. The Recovery school district is tax exempt.

All local, state and federal building codes must be strictly adhered to at all times. The contractor is responsible for filing all required permits and shall provide copies to the Project Manager after required inspections are performed.

PRICES AND QUANTITIES: Any additional prices must be defined under "REMARKS" of this bid form.

Quantities shown are estimates only and may be increased or decreased in accordance with school or department requirements. Evaluation will be based on these estimates.

Should a bidder discover discrepancies in the specifications, the matter shall be at once brought to the attention of the Recovery School District Office of Procurement and Contracts, and the discrepancies corrected before proceeding further.

The District will not be responsible for any additional labor, materials, or parts installed without prior approval and consent of the appropriate District representative.

All explanations, interpretations and instructions required under these specifications will be given by the Procurement Director or designated representative on written request from bidders.

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NON-MANDATORY INSPECTION:

VENDOR SHOULD INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED

PREBID MEETING: A PREBID MEETING IS SCHEDULED FOR **THURSDAY, FEBRUARY 11, AT 10:00 A.M** AT WORKSITE LOCATION SPECIFIED BELOW.

THOMAS ARCENEUX IS THE DISTRICT'S PROJECT MANAGER FOR THIS PROJECT AND MAY BE REACHED AT **(225) 505-0949 OR ARCENEUX@CSRSONLINE.COM.**

DELIVERY: In general, deliveries shall be F.O.B. Destination, full freight prepaid and allowed and at such times as may be fixed by the Procurement Director and shall not be made except upon definite instructions by the Procurement Director.

Work will be performed at:

**JOHNSON ELEMENTARY SCHOOL
1800 MONROE STREET
NEW ORLEANS, LOUISIANA 70118**

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PRICE SCHEDULE

ITEM 1

Contractor to provide all labor materials, equipment needed to install 1 new 10 ton, 120,000 BTU, R-22, 208/230V, 3 phase, 60 Hz, Minimum 10.0 EER, single circuit, single compressor, condensing unit. Similar to a Carrier Model 38ARZ012 or equal per specifications contained herein.

Bidder must indicate the total number of days to complete this project _____ and the number of days to deliver and complete project after receipt of an order _____ days

Bidder must indicate the total types and terms of each warranty, at a minimum the unit provided with a 1 year manufacturer's warranty and an extended 4 year manufacturer warranty on the compressor. Contractor shall also a minimum of 1 year labor and refrigerant warranty on work performed. Bidder must indicate warranty on workmanship with bid.

PRICE (COMPLETE PROJECT)

\$ _____

REMARKS

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**PROPOSAL FOR FACSIMILE BID
FOR THE
Recovery School District**

NEW ORLEANS, LOUISIANA

FAX # (504) _____

PHONE # (504) _____

**PROPOSAL FOR: "A/C UNIT JOHNSON ELEMENTARY "
DUE DATE: FEBRUARY 23, 2010 at 10:00 A.M.
FACSIMILE BID NUMBER: 682001-130111701**

THIS BID IS FROM

FACSIMILE BID NUMBER: 682001-130111701
BID OPENING DATE: February 23, 2010
BID OPENING TIME: 10:00 A.M.

CONFIDENTIAL
TO BE PLACED IN SEALED ENVELOPE UPON RECEIPT

IMPORTANT MAILING INSTRUCTIONS:

**MAIL OR DELIVER TO: RECOVERY SCHOOL DISTRICT
PROCUREMENT & CONTRACTS
1641 POLAND, ROOM 5B
NEW ORLEANS, LA. 70117**

**MARK ENVELOPE: BID TO FURNISH "A/C UNIT "JOHNSON ELEMENTARY
BIDS TO BE OPENED: 10:00 A.M., FEBRUARY 23, 2010**